

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631163

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rigetti & Co, Inc.		03/10/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Trinity Capital Inc.		
Street Address:	3075 W. Ray Road, Suite 525		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	85226		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5921354	FOREST	
Registration Number:	5315731	PYQUIL	
Registration Number:	6108436	RIGETTI	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	058488-0058		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	03/10/2021		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of March 10, 2021, is made by RIGETTI & CO, INC., a Delaware corporation (the "Grantor"), in favor of TRINITY CAPITAL INC., a Maryland corporation ("Lender").

RECITALS

A. Grantor has entered into a Loan and Security Agreement with Lender, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender for its benefit a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender for its benefit a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those registered with the United States Copyright Office and set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications registered with the United States Patent and Trademark Office and set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those registered with the United States Patent and Trademark Office and set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any Excluded Property.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Lender's express prior written consent, and any such attempted assignment shall be void and of no effect. Lender may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Lender's successors and assigns.

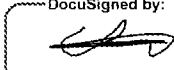
6. Governing Law. This Agreement has been negotiated and delivered to Lender in the State of California, and shall have been accepted by Lender in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

RIGETTI & CO, INC.,
a Delaware corporation

DocuSigned by:

By: 0107EC758DE044E
Name: Chad Rigetti
Title: CEO

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

LENDER:

TRINITY CAPITAL INC.,
a Maryland corporation

DocuSigned by:
By: Sarah Stanton
1846B5639493453...
Name: Sarah Stanton
Title: General Counsel and Secretary

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

USPTO Application Serial Numbers

15/035,547	16/951,016	15/140,261
15/874,326	15/301,051	15/241,783
16/942,691	15/380,822	16/100,841
15/035,574	16/424,901	16/783,603
16/682,793	17/066,176	15/348,226
14/822,317	15/140,232	16/375,990
16/170,302	15/419,682	15/720,088
16/548,352	16/401,848	15/916,367
16/834,458	17/185,675	16/390,964
16/372,020	15/335,846	16/841,300
15/035,615	15/377,005	15/902,739
15/110,364	15/140,273	16/397,016
15/121,483	16/113,382	15/914,662
15/167,411	16/936,187	15/917,317
15/911,964	16/151,902	16/988,298
15/981,731	16/150,776	16/219,694
16/903,609	16/409,975	16/271,661
15/917,731	16/211,605	16/281,808
16/012,586	17/121,150	63/027,091
16/012,551	16/230,310	63/020,213
16/663,809	16/218,024	63/027,114
16/012,708	16/217,410	62/984,717
16/012,262	16/408,052	63/141,348
16/028,318	17/097,955	63/151,347
16/116,481	17/168,634	63/121,099
16/741,116	16/663,848	63/090,966
16/134,177	17/172,673	63/128,536
17/119,089	17/074,124	63/130,053
17/264,773	17/251,766	
17/184,702		

EXHIBIT C

TRADEMARKS

Trademark	Country	Classes	Status	Application No.	Application Date	Registration No.	Registration Date
FOREST	United States of America	09, 42	Registered	87385746	3/25/2017	5921354	11/26/2019
PYQUIL	United States of America	09, 42	Registered	87385745	3/25/2017	5315731	10/24/2017
RIGETTI	United States of America	09, 42	Registered	87983126	3/25/2017	6108436	7/21/2020

EXHIBIT D

MASK WORKS

None.